

EXHIBIT A – PART 5

Attachment "2"

Site Delivery Work Certification

To: CIRCUIT CITY STORES WEST COAST, INC.
Deep Run I
9950 Mayland Drive
Richmond, Virginia 23233
Attention: Vice President-Real Estate

Re: Circuit City Store - Avondale, Arizona - Lease Agreement dated June __, 2003

Ladies and Gentlemen:

The undersigned, as Landlord under the Lease has caused "Delivery of the Land" to occur on _____, 2003, and accordingly, completion of the Site Delivery Work, all in accordance with the terms of the Lease. Specifically the undersigned hereby certifies that: (i) the grading of the Land has occurred in accordance with the Tenant's Soils Report, and Tenant's building pad has been prepared strictly in accordance with Tenant's Soils Report; (ii) the Staging Area has been completed and (iii) an all-weather construction access road to the Land no less than 24 feet width has been prepared and is ready for your use.

All conditions precedent to issuance of your building permit have been satisfied by Landlord, and we certify that all elements of the Site Delivery Work and Delivery of the Land have been satisfied in accordance with the Lease.

LANDLORD:

GATEWAY PAVILIONS, L.L.C.,
an Arizona limited liability company

By: KDC-GP Partners L.L.C.,
an Arizona limited liability company,
Manager and Member

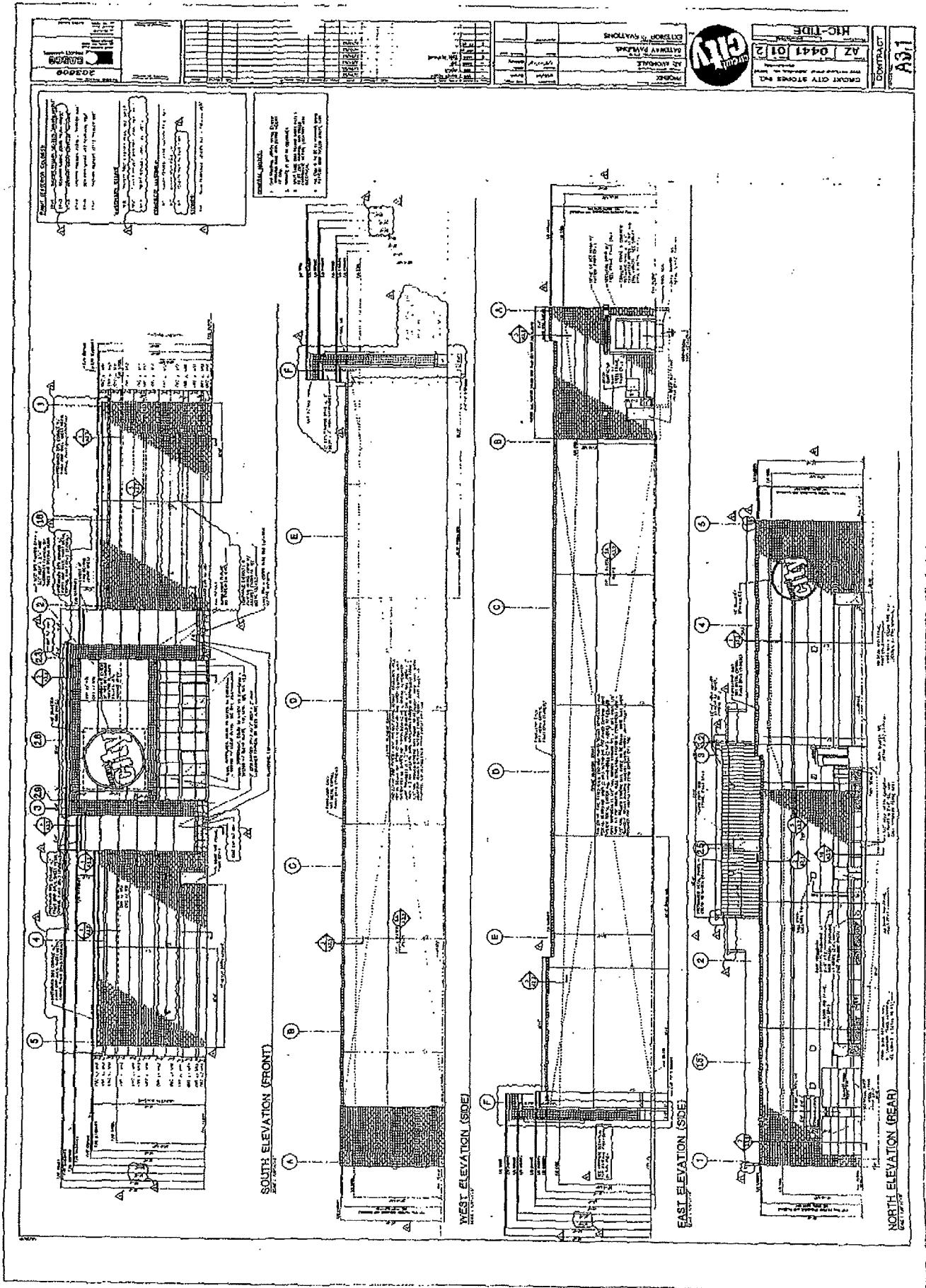
By: Kitchell Development Company,
an Arizona corporation,
Managing Member

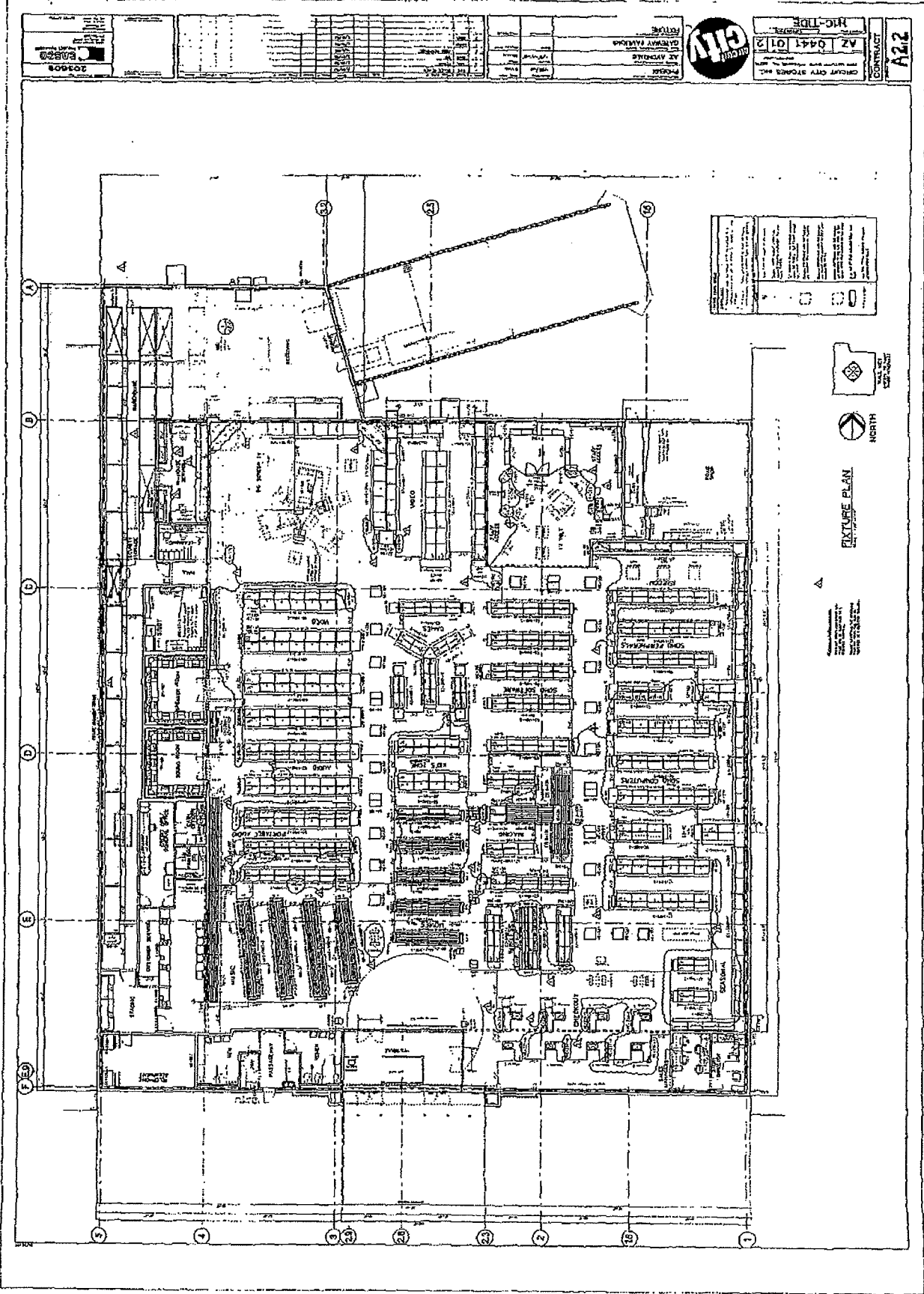
By: _____
Name: _____
Title: _____

Attachment "3"

Schematic Floor Plan and Elevations

(attached)





Attachment "4"

Civil Plans

Date	Sheet No.	Description	Rev No.	Rev. Date
12/30/2002	C-1	Cover Sheet 1-9	7	4/29/2003
12/30/2002	C-2	Grading and Drainage Details 2 of 9	7	4/29/2003
12/30/2002	C-3	Grading and Drainage Key Map 3 of 9	7	4/29/2003
12/30/2002	C-4	Grading and Drainage Plan 4 of 9	7	4/29/2003
12/30/2002	C-5	Grading and Drainage Plan 5 of 9	7	4/29/2003
12/30/2002	C-6	Grading and Drainage Plan 6 of 9	7	4/29/2003
12/30/2002	C-7	Grading and Drainage Plan 7 of 9	7	4/29/2003
4/29/2003	C-8	Grading and Drainage Plan 8 of 9	7	4/29/2003
4/29/2003	C-9	Grading and Drainage Plan 9 of 9	7	4/29/2003
12/30/2002	C-10	Private Utility Cover Sheet 1 of 7	7	4/29/2003
12/30/2002	C-11	Private Utility Key Map 2 of 7	7	4/29/2003
12/30/2002	C-12	Private Utility Plan 3 of 7	7	4/29/2003
12/30/2002	C-13	Private Utility Plan 4 of 7	7	4/29/2003
12/30/2002	C-14	Private Utility Plan 5 of 7	7	4/29/2003
12/30/2002	C-15	Private Utility Plan 6 of 7	7	4/29/2003
4/29/2003	C-16	Private Utility Plan 7 of 7	7	4/29/2003
12/30/2002	LA.01	Cover Sheet	2	2/10/2003
12/30/2002	LA.02	Landscape Plan	3	3/14/2003
12/30/2002	LA.03	Landscape Enlargements	2	2/10/2003
12/30/2002	LA.04	Irrigation Plan	3	3/14/2003
12/30/2002	LA.05	Landscape and Irrigation Details	2	2/10/2003
12/30/2002	LA.06	Specifications	2	2/10/2003
12/30/2002	MP	Master Site Plan	3	3/14/2003
12/30/2002	AO.1	Site Plan	3	3/14/2003
12/30/2002	EO.1	Site Plan	5	4/16/2003

Civil Plans (C-1 through C-16) prepared by Norman Engineering Group, under Project No. 1820.

Civil Plans (LA-01 through LA-06) prepared by BDG/Laskin & Associates.

Civil Plans (MP) prepared by BDG/Laskin & Associates, under Project No. 02128.

Civil Plans (AO.1) prepared by BDG/Laskin & Associates, under Project No. 02128.

Civil Plans (EO.1) prepared by BDG/McGrew Engineering.

EXHIBIT "C-1"

CIRCUIT CITY SPECIFICATIONS

for a proposed

Circuit City Superstore

Gateway Pavilions Shopping Center

Avondale, Arizona

to be developed by

Gateway Pavilions, L.L.C.

Dated June 5, 2003

I. STANDARDS FOR GRADING WORK

A. Grading Requirements. [Intentionally Deleted]

B. Tenant's Pad Area: "Tenant's Pad Area" shall be defined as the area extending five (5) feet beyond the Building walls, truck dock and ramp area and the Car Stereo Installation area. The Site Work shall comply with the following additional requirements:

1. Landlord shall be responsible for preparing Tenant's Pad Area subgrades to within plus or minus one-tenth of a foot as set by the Civil Plans. Tenant's subgrades are 8" below finished floor elevation. Landlord will complete compaction in accordance with the appropriate engineering standards and building code requirements, but in no event less than ninety-five percent (95%) of the standard proctor soil test for water content and compaction levels ("Standard Proctor") on the Land, so as to enable Tenant to perform construction work necessary to provide completed Improvements in accordance with the "Plans and Specifications" (defined in the Construction Provisions), with standard spread footings and without the necessity of pilings or other extraordinary foundation work. Tenant's minimum slab thickness and under slab fill will be established in accordance with Tenant's Soil Report. All compacted areas of the site shall be verified by an independent professional soils engineering test laboratory and a certificate from such independent laboratory indicating compliance with Tenant's Soils Report and shall be furnished to Tenant upon completion of the Site Work.
2. Tenant's Pad Area soil shall have a minimum bearing capacity of 2,500 pounds per square foot. Earth stabilization and/or replacement shall be performed by Landlord as necessary to meet this minimum requirement.
3. During the preparation of Tenant's Pad Area, Landlord shall at its expense have an independent professional soils engineering test laboratory monitor and certify the preparation of Tenant's Pad Area in accordance with Tenant's Soils Report.
4. On or before the date of Delivery of the Land, Landlord shall provide Tenant with:
 - a. An independent soils engineer's written certification that all pad work was completed in accordance with Tenant's Soils Report, Civil Plans and the Plans and Specifications. This report shall include the results of all compaction and other tests performed during the pad preparation phase and any tests performed prior to the date of such certification. A copy of such certification shall be

delivered to Tenant's Vice President-Construction at Tenant's address set forth in paragraph 32.

- b. A surveyor's written elevation certification stating that Tenant's Pad Area is at the prescribed elevation within the stated tolerance of plus or minus one-tenth of a foot. This certification shall be based upon an "as-prepared" survey which shall accompany such certification and shall show thereon elevation shots taken on a 50-foot-grid minimum including pad perimeter and building corners. Promptly upon completion of the Site Work, Landlord shall cause its surveyor or engineer to designate the corners of the Land by means of standard surveying markers.
5. Landscaping slopes and berms shall be set by Landlord to preserve the integrity of the slopes as determined by an independent soils engineer. However, in no case may the slope of a landscaping berm exceed 3 to 1 in turf areas, or 2 to 1 in ground cover and shrub areas.
6. [Intentionally Deleted]
7. All material, including native and fill, within 5 feet of any surface of the building including foundation concrete, shall be non-expansive with a plasticity index of 12 or less. The material shall also have sufficient cohesion to stand vertically for 3 feet. No oversize material or lumps greater than 6" in diameter will be allowed and not more than 15% of the material shall be greater than 2-1/2" diameter. Any existing rock within 5 feet of Tenant's proposed foundations must be removed by Landlord prior to pad delivery, so that construction of the Building can be completed without any rock excavation by Tenant.
8. The Civil Plans shall not be materially changed by Landlord without the prior consent of Tenant, which consent shall not be unreasonably withheld or delayed.
9. All outlots or future building areas shall be rough graded and maintained in accordance with the City of Avondale requirements.

II. UTILITIES SPECIFICATIONS

- A. Temporary Utilities: Landlord will provide the following temporary utilities to the Staging Area in a location as described below no later than the date for completion of such temporary utilities set forth in the Construction Schedule:

water from fire hose connected to fire hydrant in front of Tenant's building pad, electric power (200 amps, 1-phase, 4-wire, 120 volts, with

weatherproof and rainproof fused disconnect switch) and/or a 25KW generator for powering Tenant's construction trailer only and temporary telephone for use by Tenant in its construction of the Improvements.

- B. Permanent Utilities: Landlord will provide the following permanent utilities to within five (5) feet of the Premises or the sidewalk at the entry points as show on the Civil Plans (but in any event the stub point of such utilities shall not be covered by paving) no later than the date for completion of such permanent utilities set forth in the Construction Schedule:

gas (if available), telephone, permanent electricity (adequate for an 800-amp panel, 3-phase, 277/480 volt), storm sewer system (in accordance with Civil Plans), sanitary sewer (6" line), domestic water (2" line), fire protection water (8" line, 50 pounds per square inch residual pressure, 2000 gallons per minute or at least sufficient capacity to service Tenant's sprinkler system without the need for any fire pump, as approved by Tenant's fire protection consultant).

III. PAVING SPECIFICATIONS

A. Parking Area and Roadway Surfacing:

1. Pavement design shall be based on the specifications set forth in Landlord's Soils Report.

B. Sidewalks and Curbs:

1. Landlord shall provide and install all curbs and sidewalks including perimeter curbs and sidewalks except for sidewalks in front of the Building.
2. [Intentionally Deleted]
3. Entrance and access roads and other areas as required for suitable drainage, shall be in accordance with the Civil Plans.
4. Curbs at all non-parking areas shall be painted red with an exterior flat red latex paint, receive a trowel finish and be designated "No Parking" by a contrasting paint color.

IV. SHOPPING CENTER LIGHTING SPECIFICATIONS

A. Design Standards for Lighting of the Shopping Center:

1. The lighting at the Shopping Center shall be installed in accordance with Landlord's Photometric Plan, Revision 4, dated July 25, 2002, with illumination as measured at pavement to be not less than:

- a. 3.0 foot candles minimum maintained within 50' of Tenant's entry.
 - b. 3.0 foot candles average maintained throughout, measured at grade.
 - c. Landlord gives Tenant the right to install two (2) 400 w. spot lights focused on Tenant's front building elevation subject to governmental approvals.
2. Twenty-five percent (25%) of the overall lighting shall be designated as security lighting (i.e., remains on from dusk to dawn).
3. Landlord shall install a seven-day time switch to control all parking area lighting wired to a common house panel. All security lighting shall be placed on photo-cell switching.
4. The control of parking area lights shall be accessible to Tenant's local store management due to late-night and holiday sales.

EXHIBIT "D"

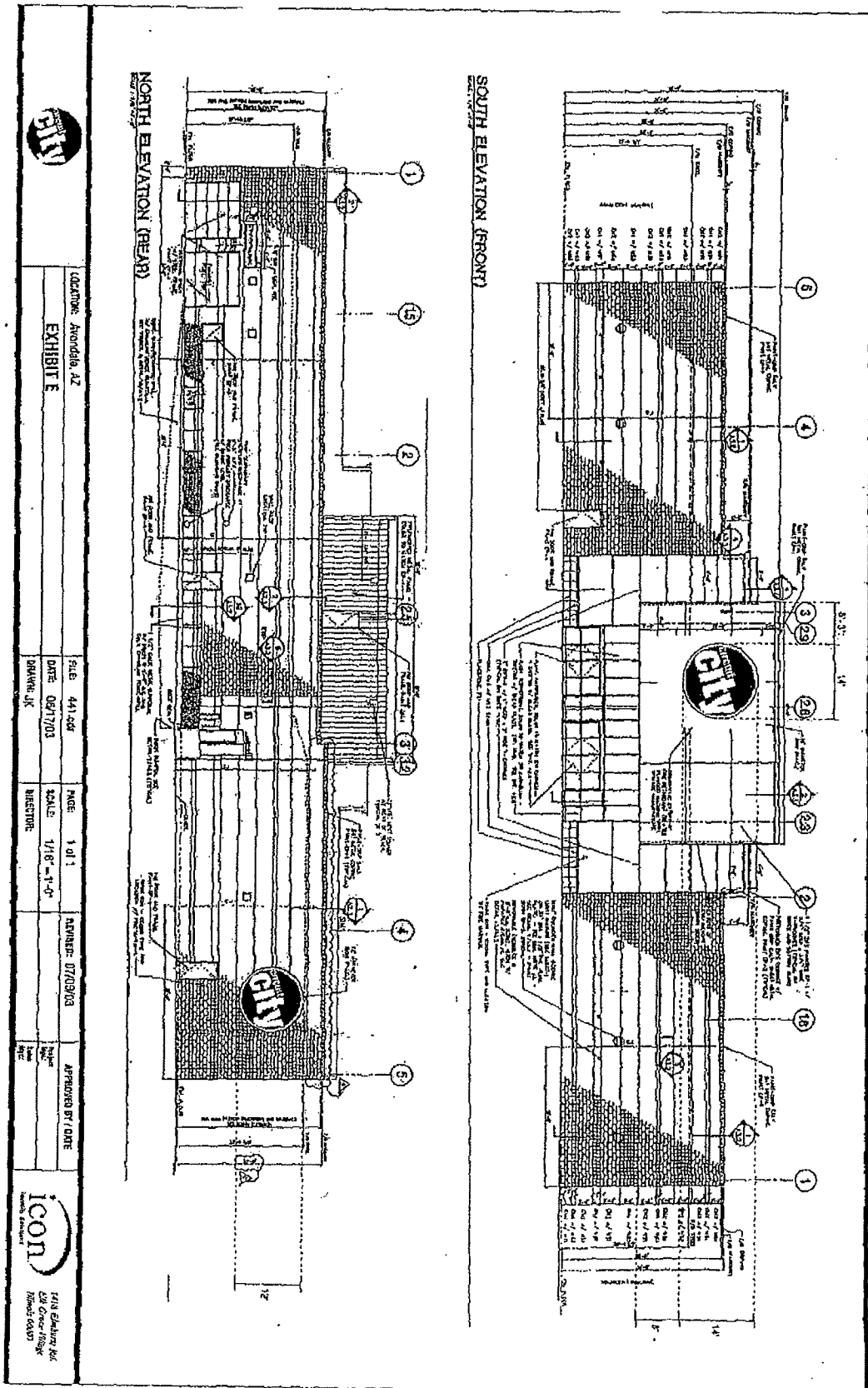
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EXHIBIT "E"

SIGN PLANS

Landlord will be deemed to have approved any building signage proposed to be installed by Tenant provided same complies with the Gateway Pavilions Tenant Signage Criteria and is approved by the City of Avondale.¹

¹ Notwithstanding Landlord's approval of Tenant's signage, such signage remains subject to applicable governmental approvals.



Depiction of Tenant's sign panel location

99TH AVENUE

Sign Type 2A1 & 2A2
Major Tenant Pylons - 70'

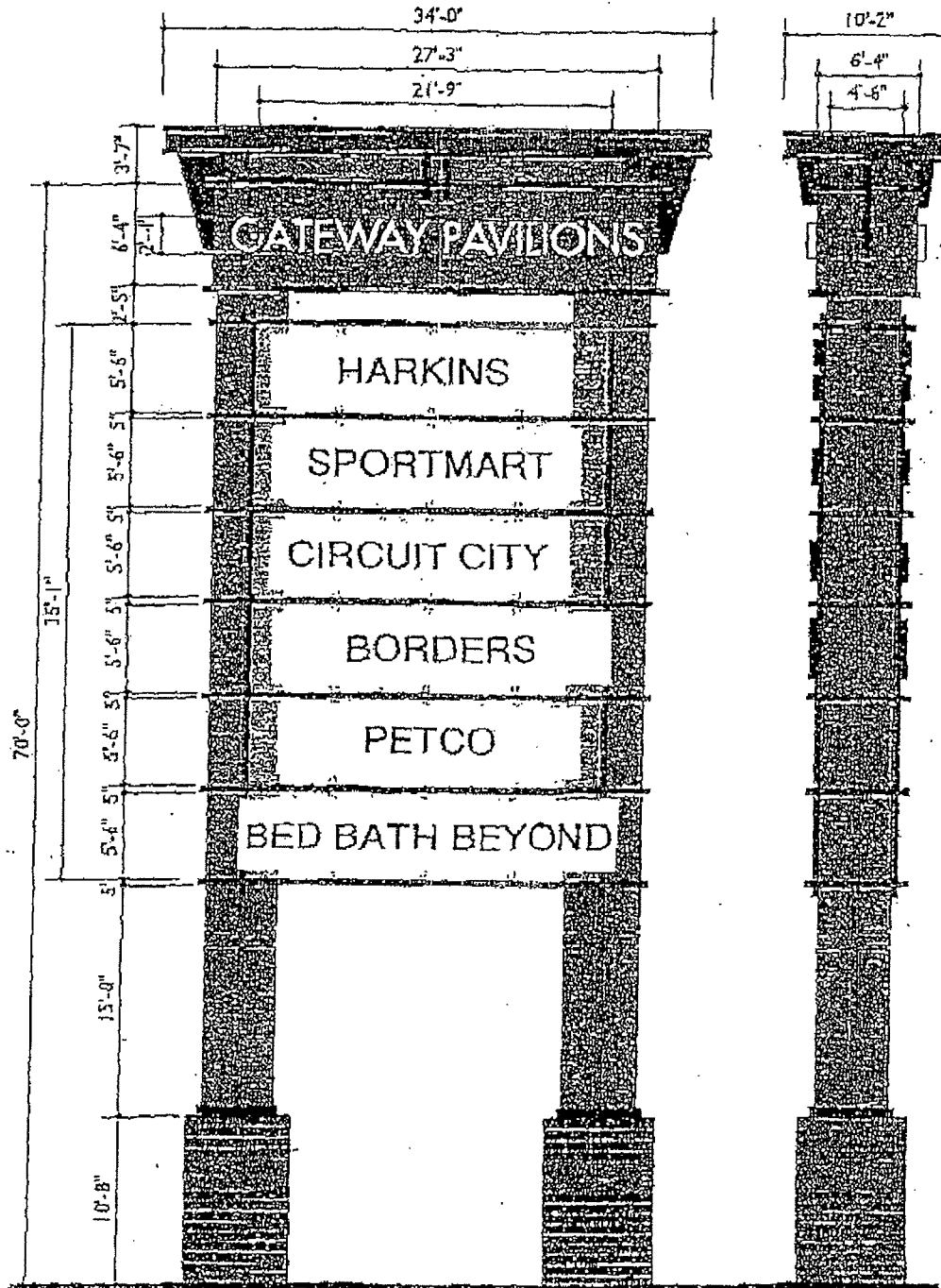


EXHIBIT "F"

A. Tenant exclusive uses.

1. The provision of banking or financial services that issue credit and/or debit cards, provide home mortgage loans, sell securities or mutual funds, provide ATMs, issue notes payable on demand, receive deposits payable on demand, discounting commercial paper, make loans of money on collateral security, negotiate loans and deal in negotiable securities, sell insurance products or other banking and financial related activities. (Bank of America)
2. The sale of linens and domestics, bathroom items (excluding plumbing hardware), housewares (including, but not limited to, kitchen utensils, kitchen appliances and kitchen "gadgets," cleaning appliances and supplies, cookware, bakeware, dishes and china, glassware, garbage pails, ironing boards and other laundry items, mops and brooms, candles and candleholders, ready-to-assemble furniture and artificial flowers, but excluding any furniture, major appliances or "white goods", frames and wall art (provided that, (i) a custom framing store comprising not more than 2,500 s.f. of floor area shall be permitted, and (ii) a fine art gallery shall not be precluded), window treatments (provided that a custom blind store that does not sell window treatments comprising no more than 3,000 s.f. of floor area shall be permitted), and/or closet, shelving and storage items. Tenant shall have the right to utilize the Premises for the sale, rental and/or distribution of the aforementioned items within an aggregate area not to exceed the lesser of (a) 5% of the floor area of such tenant's premises, or (b) 2,000 s.f. of floor area. (Bed, Bath & Beyond)
3. The sale of books, periodicals, video products or music products except to the extent (a) directly related and ancillary to the primary use of the Premises (e.g. a computer store which sells computer books & periodicals) (b) from not more than the lesser of 200 s.f. of Tenant's display area or 5% of total gross leasable area of the Premises. (Borders)
4. The sale or display of brand-name off-price apparel from an area in excess of 15,000 square feet, including in the computation of such floor area one-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of soft goods. For purposes hereof, the sale or display of "brand-name off-price apparel" shall mean the sale of brand-name apparel on an every day basis at prices reduced from those charged by typical apparel retailers, but does not include apparel sales events by a typical apparel retailer at prices discounted from that retailer's every day prices. (Marshalls)
5. The retail sale of pet food, pet supplies, live animals, pet grooming, pet training and/or veterinary services from an area in excess of 1,500 s.f. (Petco)

6. The retail sale of cooked pizza, or the operation of more than ten video or arcade-type games in the premises demised by lease in the Center. (Peter Piper Pizza)
7. The retail operation of a submarine sandwich and smoothie shop.
8. The retail sale and/or rental of sporting goods, sports apparel or athletic footwear. This exclusive will not apply to (i) the incidental sale of sporting goods by a tenant so long as the retail display space in such tenant's premises that is used for the display of such merchandise is of a size not greater than the lesser of 500 leasable s.f. or 10% of such tenant's total leasable square footage, or (ii) the incidental sale of sports apparel or athletic footwear by a tenant so long as the retail display space in such tenant's premises that is used for the display of such merchandise is of a size not greater than the lesser of 1,000 leasable s.f. or 10% of such tenant's total leasable square feet. (Sportmart/Gart Sports)
9. The operation of a wholesale or retail general merchandise facility which has a merchandising concept based upon a relatively limited number of stock keeping units in a large number of product categories substantially similar to the facilities operated under the trade name "Costco" or any successor trade name. The foregoing shall not prohibit (i) the operation of a general merchandise, discount or department store with a large number of stock-keeping units such as a "Target", "X-Mart" or "Wal-Mart" (other than Sam's Club) store, or (ii) the operation of specialty stores with a large or small number of stock-keeping units such as a home improvement center, linen store, toy store, office supply store, furniture store (including Ikea or R.C. Willey) or the like. (Costco)
10. The operation of a theater, playhouse, cinema, movie theater or other form of motion picture presentation. The foregoing shall not prohibit screens not to exceed 60" in retail and food service businesses and shall not apply to occupants whose primary business is the sale of retail goods. (Harkins Theatre)

B. Prohibited Activities:

1. Any use prohibited under the REA.
2. Any use requiring, under the provisions of the REA, parking greater than 4.5 spaces per 1,000 square feet of floor area;
3. Any "second hand" store, "surplus" store (it being agreed that the foregoing restriction shall not prohibit a single "second-hand" store of the type commonly located in first-class shopping centers in Avondale, Arizona, such as Consign and Design, Play-It-Again Sports and Once Upon a Child);
4. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;